



JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

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December 07, 2010

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

#29 DECEMBER 7, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO AMEND THE EQUIPMENT MAINTENANCE AND REPAIR SERVICES  
AGREEMENT WITH SUPERIOR SCIENTIFIC, INCORPORATED EFFECTIVE JANUARY 1, 2011  
THROUGH JUNE 30, 2013  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to amend Agreement Number PH-000285 with Superior Scientific, Incorporated to extend the term to provide repair and maintenance services for laboratory equipment at the Department of Public Health Laboratory.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment to Agreement Number PH-000285 with Superior Scientific, Incorporated (Superior), substantially similar to Exhibit I, to continue to provide maintenance and repair services for equipment at the Public Health Laboratory (PHL), effective January 1, 2011 through December 31, 2012 with a provision for automatic renewals on a month-to-month basis through June 30, 2013 or until a competitive selection process is completed, whichever is sooner, for an annual maximum obligation of \$110,000, and a total maximum obligation of \$275,000.
2. Delegate authority to the Director of DPH, or his designee, to increase the total maximum obligation up to 25 percent of each year's annual obligation for additional or unanticipated public health laboratory equipment maintenance and repair services, subject to the availability of funding and review and approval by County Counsel, and notification to your Board and the Chief Executive

Office.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended actions will allow DPH to extend the term of the Agreement with Superior for critical laboratory maintenance and repair services to ensure that laboratory equipment and other critical equipment is maintained appropriately for quality of patient care and for the safety of patients and staff. In addition, this Amendment allows for services to continue uninterrupted until DPH completes a solicitation for a new equipment maintenance and repair service agreement. The current agreement is slated to expire on December 31, 2010.

DPH is requesting delegated authority to increase the annual maximum obligation by no more than 25 percent of the annual maximum obligation of \$110,000 to cover the laboratory equipment with expired warranties and/or emergency or unanticipated equipment maintenance and repair services.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The annual obligation of the Superior Agreement is \$110,000, effective January 1, 2011 through December 31, 2012 with a provision for automatic renewals on a month-to-month basis through June 30, 2013, for a total potential maximum obligation of \$275,000, 85 percent offset by net County cost, and 15 percent offset by the Public Health Preparedness and Response for Bioterrorism Grant Number 3U90TP917012-10W1.

Funding for this Board action is included in DPH's FY 2010-11 Final Budget and will be requested in future FYs as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amendment will continue the provision of preventive maintenance and repair services for PHL equipment. The equipment will be maintained in accordance with the manufacturer's performance standards and in compliance with all accrediting and reviewing agencies' requirements.

On December 18, 2007, your Board approved a DPH Agreement with Superior for maintenance and repair services of the laboratory equipment effective January 1, 2008 through December 31, 2010 at a first-year cost of \$112,580 and three-year maximum obligation of \$337,740 based on the available equipment inventory.

Exhibit I has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

DPH anticipates releasing a Request For Proposals for equipment maintenance and repair services

during 2012 and anticipates completing the evaluation process and identifying the qualified providers no later than December 31, 2012. DPH will then return to your Board to obtain approval of the new contract to become effective no later than July 1, 2013. Therefore, the ability to extend the existing contract through June 30, 2013, if necessary, will allow for services to continue uninterrupted until the new contract is established.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to ensure ongoing critical maintenance and repair services for the laboratory equipment located at the PHL.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

JEF:yl

Enclosures

c: c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**EXHIBIT I**

Contract No. PH-000275

LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT  
AMENDMENT NUMBER 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_ 2010,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and SUPERIOR SCIENTIFIC, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT" between County and Contractor dated January 1, 2008, and further identified as County Agreement Number PH-000275, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is this intent of the parties hereto to amend Agreement to extend the term and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on January 1, 2011.
2. Paragraph 1. TERM of the Agreement shall be amended to read as follows:  
  - "1. TERM: The term of this Agreement shall commence effective January

1, 2008 and shall continue in full force and effect through December 31, 2012 with a provision for automatic renewals on a month-to-month basis through June 30, 2013, or until a competitive selection process is completed, whichever is sooner, unless sooner canceled or terminated as provided herein.”

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph “A” of the Agreement shall be amended to read as follows:

“A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A -1, attached hereto and incorporated herein by reference.”

4. Paragraph 4, BILLING AND PAYMENT, Subparagraphs “A” and “B” of the Agreement shall be amended and Subparagraph “C” shall be added to read as follows:

“A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibit A-1 and Schedule 1-A, attached hereto and incorporated herein by reference.

B. Contractor shall bill DPH’s Public Health Laboratory (“PH Lab”), 12750 Erickson Avenue, Downey, CA 90242, hereunder according to the terms set forth in the payment requirements of said Exhibit A -1.

C. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon

the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Paragraph 16, Alteration of Terms, of this Agreement, Director may (consistent with federal, State, and/or County budget reductions) renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.”

5. Paragraph 5, MAXIMUM OBLIGATION OF THE COUNTY, Subparagraph “A” of the Agreement shall be amended to read as follows:

“ A. The annual maximum obligation of County for all services provided hereunder shall not exceed One Hundred Ten Thousand Dollars (\$110,000), effective January 1, 2011 through December 31, 2012 with a provision for automatic renewals on a month-to-month basis through June 30, 2013, for a total potential maximum obligation of Two Hundred Seventy-Five Thousand Dollars (\$275,000).”

6. Paragraph 8 , GENERAL INSURANCE REQUIREMENTS, shall be replaced in its entirety to read as follows:

“8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in General Provisions for All

Insurance Coverage and Insurance Coverage paragraphs of this Agreement.

These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide

the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Health, Contracts and Grants Division  
313 North Figueroa Street, 6<sup>th</sup> Floor-West  
Los Angeles, California 90012-2659  
Attention of: Patricia Gibson, Acting Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a

claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide

coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insured: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.”

7. Paragraph 9, INSURANCE COVERAGE REQUIREMENTS, shall be replaced in its entirety to read as follows:

“9. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to policy form "CG 00 01"), naming County and its

Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's

compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per claim and \$2 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation."

8. The STANDARD PROVISIONS shall be amended to add the following provision:

" 48. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Effective January 1, 2011, Exhibit A-1, Statement of Work for LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES is attached hereto and incorporated herein by reference.

10. Effective January 1, 2011, Schedule 1-A, for LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES is attached hereto and incorporated herein by reference.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. FIELDING, M.D., MPH  
Director and Health Officer

\_\_\_\_\_  
SUPERIOR SCIENTIFIC, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Acting Chief  
Contracts and Grants

SUPERIOR SCIENTIFIC, INC.

EXHIBIT A-1  
STATEMENT OF WORK

LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit A-1 for equipment listed in Schedule 1- A, attached hereto and referenced herein. Contractor's services shall include, but not be limited to, the following:
  - A. Development and maintenance of a comprehensive equipment inventory and preventive maintenance schedule;
  - B. Routine preventive maintenance services;
  - C. As-needed and emergency repair services; and
  - D. Development and maintenance of an Equipment Risk Management Program.
  
2. DEFINITIONS: Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A-1:
  - A. "Equipment" shall mean an instrument, apparatus, machine, or other similar or related article, including all operating software, components, parts, accessories, replacements, and/or upgrades, which is intended for the diagnosis, care, treatment, or monitoring of a Facility patient.

B. "Routine Preventive Maintenance Services" shall mean services performed by Contractor to preserve the original functional and operational state of Equipment covered under the terms of this Agreement.

C. "Repair Services" shall mean the restoration of Equipment to its original function on an as-needed basis, as may be required by the Facility in response to the failure or malfunctioning of such equipment. The repair process may also include servicing, reconditioning, modification, and refurbishment.

3. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-

day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, which shall be prepared in writing and submitted to

the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor service personnel shall be appropriately licensed, certified, credentialed, or trained to perform the Preventive Maintenance and Repair Services hereunder.

E. Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

4. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will

provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

5. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for purposes other than for the performance of this Agreement.

6. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor shall provide the following services for all equipment listed in Schedule 1- A:

A. Comprehensive Equipment Inventory and Preventive Maintenance Schedule:

(1) Each year, Contractor shall, in association with appropriate Facility staff, develop and maintain a comprehensive equipment inventory listing all equipment covered under this Agreement. Such list shall include each equipment's model number, serial/site number, and specific location (e.g. room number) at each Facility. Such listing shall also include the Los

Angeles County Capital Asset Leasing or Los Angeles County number, where applicable.

(2) Contractor shall provide each Facility with a preventive maintenance service schedule for all equipment covered under this Agreement. Contractor shall include, as part of such schedule, the preventive maintenance service requirements established by the Facility for each listed equipment. In any event, Contractor shall ensure that all equipment is maintained to minimum regulatory compliance standards.

B. Routine Preventive Maintenance Services: Contractor shall provide routine Preventive Maintenance Services covered under this Agreement, at the rates and frequency set forth in Schedule 1- A. Such services shall be performed on Monday through Friday between 8:00 a.m. and 5:00 p.m., excluding County holidays, on days and times mutually agreed upon by Facility and Contractor. The scheduled number of Preventive Maintenance Services shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with all appropriate licensing and accrediting agencies [e.g., The Joint Commission, Occupational Safety and Health Administration ("OSHA") standards, as applicable]. In any event, Contractor shall ensure that all equipment are maintained to minimum regulatory compliance standards.

Preventive maintenance services shall include, but not be limited to, inspection, cleaning and lubrication, safety inspection, functional tests and

adjustments or calibrations necessary to facilitate proper functioning of the equipment, and replacement of worn, defective or broken parts with new parts specifically designed for the Equipment and an electrical check on all equipment that has been serviced. Contractor shall submit a "Record of Service" to the Supervisor of the Laboratory at the Facility.

Routine Preventive Maintenance Services exclude major overhaul, special services, installation of equipment, equipment relocation, equipment modification or refurbishing.

C. As-Needed Repair Services: Contractor shall perform as-needed repair services within four (4) hours after notification by the Facility, Monday through Friday between the hours of 8:00 a.m. through 5:00 p.m., excluding County Holidays, at no additional cost to County.

If such services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., no additional service charges beyond the rates set forth in Schedule 1- A are to be incurred by County for work performed by Contractor after 5:00 p.m.

If, upon arrival at County Facility, Contractor determines that the equipment cannot be immediately

repaired, then Contractor's service representative shall indicate, in writing, an estimated time frame for repair.

Repair and maintenance services provided by contractor shall be made

on Facility grounds and shall include all travel, labor, parts, and materials necessary to maintain said equipment. Replacement parts shall be new or equivalent to new parts.

Repair shall include diagnosis and corrections of malfunctions and/or failure occurring to said equipment. With approval by Facility's Administrator or his designee, temporary repair procedures may be followed by County's personnel while Contractor is concurrently developing a permanent repair to said equipment. If Contractor is unable to procure necessary additional parts or resources within twenty-four (24) hours after repair to said equipment had begun Facility's Administrator or his designee shall have the option of: (1) requiring replacement equipment if available until service can be completed by Contractor to resume repair services to said equipment as soon as repair parts or resources are available. In any event, Contractor shall repair the said equipment or have approved plan for repair of said equipment or provide County with temporary replacement equipment if available within twenty-four hours after repair work on County-owned equipment has begun.

D. Emergency Repair Services: Contractor shall provide emergency repair services on twenty-four (24) hours per day, seven (7) days per week basis, including all legal County holidays. Contractor shall respond telephonically within one (1) hour of a request for emergency repair services and shall have its service personnel at Facility to provide the repair services within four (4) hours of receiving the request for emergency repair services. If the repair services

commence prior to 5:00 p.m. Monday through Friday, but extend beyond 5:00 p.m., no additional service charges are to be incurred by County, in accordance with Schedule 1- A.

If repair services are required after 5:00 p.m., Monday through Friday, or on weekends and holidays, such services shall be considered "Out-of-Scope" services and shall be billed to County at the hourly rate listed in Schedule 1- A. Any replacement parts provided hereunder shall be billed to County at the rate listed in Schedule 1- A, upon written consent of Director. Replacement parts shall be new or equivalent to new parts.

If, upon arrival at Facility, Contractor determines that the Equipment cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated time frame for repair.

D. Risk Management Program: Contractor shall, in association with Facility staff, develop and maintain an equipment risk management program. Such Program shall require written documentation of all medical incidents that involve equipment covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment. The Facility administrator, or his designee, in consultation with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to decommission, sequester, and examine any equipment which has been involved

in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to said equipment's examination.

F. Major Equipment Overhaul Services: Contractor shall provide regularly scheduled major overhaul services for all equipment listed in Schedule 1- A in accordance with the Original Equipment Manufacturer's recommended schedule for such overhaul services. If the repair services commence prior to 5:00 p.m. (Monday through Friday), but extend beyond 5:00 p.m., no additional service charges are to be incurred by County.

G. Breakage and/or Loss: Contractor shall replace and/or repair (at the time of servicing) any equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, and to the extent thereof, at no additional cost to County.

H. Rework: Contractor shall rework improperly repaired equipment, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Service personnel shall also repair any defective parts purchased and installed by such service personnel and shall repair any damage to the equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.

I. Equipment Abuse and/or Negligence: All breakage or damage to Equipment due to abuse and/or negligence shall first be verified and determined to be due to abuse and/or negligence by County personnel. Contractor shall

repair such equipment broken and/or damaged due to abuse and/or negligence on the part of Facility personnel only with the prior written authorization of Director. Such services shall be considered "Out-of-Scope" services and shall be billed to County at the rate listed in Schedule 1- A.

J. Reports: Contractor shall prepare and maintain a written record of all services provided on each piece of Equipment at the Facility. Such service report(s) shall: (a) meet all licensing, accrediting and regulatory agency requirements, (b) clearly identify the equipment services by model number, serial/site number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available), (c) include an itemization and description of services performed, including electrical checks and calibration reading, (d) list any parts installed, (e) include the service date(s), and (f) give the name of the service technician who performed the service. A copy of such service report shall be given to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

7. EXCLUSIONS: Contractor is not financially responsible to provide the repair services above should any repair be required because of causes other than ordinary use of the equipment, as determined by County. Such causes include, but are not limited to:

A. Improper use, gross neglect, misplacement, air conditioner or humidity control malfunction or failure, Facility electrical system malfunction or failure;

B. Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel;

C. Acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other causes.

Contractor shall provide Director with an itemization of the repair(s) necessary, including estimated cost of such repair required to bring said equipment up to current regulatory compliance standards. Director may authorize said repair or reconditioning or take said Equipment out of service. Repair or reconditioning, when authorized by Director in writing, shall be considered, for purposes of this Agreement, as "Out-of-Scope" services and submitted on separate invoices at the hourly rate that listed in Schedule 1- A to the Facility.

8. EQUIPMENT PERFORMANCE STANDARDS: The guaranteed performance uptime for each piece of equipment is a minimum of ninety-eight percent (98%). The performance of each equipment will be reviewed four (4) times or as often as necessary as determined by Facility to verify uptime performance standard yearly, during each year the equipment is covered under this Agreement. Should the equipment fail to meet the uptime criteria in any calendar week, a credit based upon the service contract price for the calendar month will be determined as follows:

<u>Equipment Uptime</u>	<u>Monthly Price Credit</u>
97% - 100.0% uptime	0%

90% - 96.9% uptime	30%
85% - 89.9% uptime	40%
80% - 84.9% uptime	45%
Below 79.9% uptime	50%

The basis for each measurement period is the total number of hours per day the equipment is in service at Facility times number of days in service per week. "In Service" is defined as in use or in stand-by status available for and by Facility.

Downtime is calculated from the time a telephone call is made to Contractor.

Downtime shall be determined in monthly increments by calendar month in accordance with the following:

Total hours per day equipment is in service times the number of days in service per week times ninety-seven percent (97%).

The equipment shall be considered out-of-service if the equipment is inoperable or not able to perform the function it was designed to perform. County will determine the function of the equipment.

Time spent on regularly scheduled maintenance will be excluded from these performance calculations. Additionally, time the equipment is not operable due to damage from misuse, operator error, inadequate environmental conditions including air conditioning, failure or fluctuations in Facility's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.

Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment downtime. Facility will validate the log as often as necessary, not

less than annually. Credit shall be applied to the following month's invoice. Failure to request credit in following month's invoices shall not constitute a waiver of such right which may be exercised at any subsequent time.

Equipment uptime below the ninety percent (90%) uptime defined above, for thirty (30) consecutive calendar days or more, shall be considered as a default and County shall have the right to give Contractor notice thereof.

9. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Public Health, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such service personnel shall be appropriately licensed, certified, credentialed or trained to perform the maintenance and repair services as necessary and shall have, as a minimum, knowledge and expertise in the following areas:

- (1) Diagnosis and inspection of equipment to determine maintenance and repair needs;
- (2) Routine cleaning, lubrication, and repair as necessary, of equipment;

- (3) Electrical and safety inspection as necessary, of equipment;
- (4) Calibration and functional testing as necessary; and
- (5) Required accreditation, regulatory and licensing needs for equipment serviced.

C. Contractor Personnel Qualifications: Contractor shall ensure that all personnel, including any subcontractors, providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law or accrediting agencies which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, Facility shall report such occurrences to Contractor. For purposes of this Agreement,

the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual or biannual basis, as required by The Joint Commission and California Code of Regulations, Title 22, Section 70723, and shall provide County, upon request, with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

(1) received a physical examination, including a chest X-ray or tuberculin skin test, and

(2) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or anti-body titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform

the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

10. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted monthly in arrears in accordance with the rate schedule set forth in Schedule 1- A.

(2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the BILLING AND PAYMENT Paragraph of the Agreement.

(3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

(4) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s). County shall pay for all services which County considers complete and

correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) County shall compensate Contractor monthly in arrears in accordance with the rate schedules described in Schedule 1- A.

(3) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

Superior Scientific, Inc.  
 LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT  
 January 1, 2011 through December 31, 2012

Item	Total # Items	Service Cost/Item	# ServiceTimes/Yr	Annual Cost
Bacti-cinerator	4	\$77.25	2	\$618.00
Balance	17	\$183.34	2	\$6,233.56
Centrifuge	14	\$154.50	2	\$4,326.00
Centrifuge, Micro	5	\$154.50	2	\$1,545.00
Centrifuge, Mini	11	\$154.50	2	\$3,399.00
Centrifuge, Refrigerated	11	\$1,093.86	2	\$24,064.92
Cooling Module	2			\$0.00
Counter, Bacteria Colony	4	\$61.80	2	\$494.40
Heat Block	23	\$92.70	2	\$4,264.20
Hejet drier	1	\$77.25	2	\$154.50
Hood Fume	4	\$162.74	2	\$1,301.92
Hot Plate	3	\$15.45	2	\$92.70
Hot Plate / Stirrer	5	\$92.70	2	\$927.00
Hybridizer	1	\$77.25	1	\$77.25
Incinerator	3	\$77.25	2	\$463.50
Incubator	32	\$92.70	2	\$5,932.80
Incubator, CO2	7	\$494.49	2	\$6,922.86
Lamp-UV	3	\$61.80	1	\$185.40
Media Dispenser	2	\$211.15	1	\$422.30
Microwave Oven	1	\$92.70	1	\$92.70
Mixer Vortex	48	\$61.80	2	\$5,932.80
Multi-Timer	2	\$61.80	1	\$123.60
PCR-System, ABI	4	\$643.75	2	\$5,150.00
Ph Meter	5	\$231.75	2	\$2,317.50
Pipettors	5	\$77.25	1	\$386.25
Power Supply	3	\$92.70	2	\$556.20
Pump, Water	2	\$92.70	2	\$370.80
Reader, Microplate	4	\$257.50	2	\$2,060.00
Rotator	7	\$92.70	2	\$1,297.80
Sealer	2	\$46.35	1	\$92.70
Shaker, Incubated	3	\$77.25	2	\$463.50
Shaker, Plate	6	\$123.60	2	\$1,483.20
Spectrometer	1	\$2,945.80	1	\$2,945.80
Stirrer	2	\$92.70	2	\$370.80
Stirplate	1	\$183.34	2	\$366.68
Stomacher	2	\$154.50	2	\$618.00
Sub-Cell System	5	\$550.02	2	\$5,500.20
Synthesizer, DNA	8	\$92.70	2	\$1,483.20
Toaster, Gel-Bayer	2	\$61.80	2	\$247.20
Turbidity Meter	5	\$309.00	1	\$1,545.00
Ultrasonic Cleaner	8	\$231.75	1	\$1,854.00
Warmer, Slide	3	\$123.60	2	\$741.60
Washer, Glassware	1	\$61.80	2	\$123.60
Washer, Microplate	3	\$61.80	2	\$370.80
Waterbath	25	\$77.25	2	\$3,862.50
Work Station	7	\$75.00	2	\$1,050.00
Waterbath / Shaker	3	\$77.25	2	\$463.50
Unanticipated Repairs	1	\$6,704.00	1	\$6,704.00
<b>Totals</b>	<b>321</b>	<b>\$15,271.44</b>		<b>\$109,999.24</b>

Superior Scientific, Inc.  
 LABORATORY EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT  
 Provisional Extension - January 1, 2013 through June 30, 2013

Item	Total # Items	Service Cost/Item	# ServiceTimes/Yr	Annual Cost
Bacti-cinerator	4	\$77.25	1	\$309.00
Balance	17	\$183.34	1	\$3,116.78
Centrifuge	14	\$154.50	1	\$2,163.00
Centrifuge, Micro	5	\$154.50	1	\$772.50
Centrifuge, Mini	11	\$154.50	1	\$1,699.50
Centrifuge, Refrigerated	11	\$1,093.86	1	\$12,032.46
Cooling Module	2		1	\$0.00
Counter, Bacteria Colony	4	\$61.80	1	\$247.20
Heat Block	23	\$92.70	1	\$2,132.10
Hejet drier	1	\$77.25	1	\$77.25
Hood Fume	4	\$162.74	1	\$650.96
Hot Plate	3	\$15.45	1	\$46.35
Hot Plate / Stirrer	5	\$92.70	1	\$463.50
Incinerator	3	\$77.25	1	\$231.75
Incubator	32	\$92.70	1	\$2,966.40
Incubator, CO2	7	\$494.49	1	\$3,461.43
Mixer Vortex	48	\$61.80	1	\$2,966.40
PCR-System, ABI	4	\$643.75	1	\$2,575.00
Ph Meter	5	\$231.75	1	\$1,158.75
Power Supply	3	\$92.70	1	\$278.10
Pump, Water	2	\$92.70	1	\$185.40
Reader, Microplate	4	\$257.50	1	\$1,030.00
Rotator	7	\$92.70	1	\$648.90
Shaker, Incubated	3	\$77.25	1	\$231.75
Shaker, Plate	6	\$123.60	1	\$741.60
Stirrer	2	\$92.70	1	\$185.40
Stirplate	1	\$183.34	1	\$183.34
Stomacher	2	\$154.50	1	\$309.00
Sub-Cell System	5	\$550.02	1	\$2,750.10
Synthesizer, DNA	8	\$92.70	1	\$741.60
Toaster, Gel-Bayer	2	\$61.80	1	\$123.60
Warmer, Slide	3	\$123.60	1	\$370.80
Washer, Glassware	1	\$61.80	1	\$61.80
Washer, Microplate	3	\$61.80	1	\$185.40
Waterbath	25	\$77.25	1	\$1,931.25
Work Station	7	\$75.00	1	\$525.00
Waterbath / Shaker	3	\$77.25	1	\$231.75
Unanticipated Repairs	1	\$6,704.00	1	\$6,704.00
Totals	291	\$11,156.59		\$54,489.12